



**Registration of a Charge**

Company name: **PEEL LAND AND PROPERTY INVESTMENTS PLC**

Company number: **00166957**



X8H5GX9N

Received for Electronic Filing: **30/10/2019**

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**Details of Charge**

Date of creation: **29/10/2019**

Charge code: **0016 6957 0083**

Persons entitled: **THE LAW DEBENTURE TRUST CORPORATION P.L.C.**

Brief description: **FREEHOLD LAND KNOWN AS CENTRAL PARK, OHIO AVENUE,  
SALFORD - TITLE NO.: MAN59274.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT  
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC  
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION  
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by: **ASHURST LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 166957

Charge code: 0016 6957 0083

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th October 2019 and created by PEEL LAND AND PROPERTY INVESTMENTS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th October 2019 .

Given at Companies House, Cardiff on 31st October 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED

29th October

2019

PEEL LAND AND PROPERTY INVESTMENTS Plc

- and -

THE LAW DEBENTURE TRUST CORPORATION p.l.c.

**SUPPLEMENTAL TRUST DEED**

relating to the 8 <sup>3</sup>/<sub>8</sub> per cent First Mortgage Debenture  
Stock 2040 of Peel Land and Property Investments Plc  
recording the Charging and Release of Mortgaged Property

Legal Department

Peel L&P Group Management Limited

Peel Dome

intu Trafford Centre

TRAFFORDCITY

Manchester

M17 8PL

THIS SUPPLEMENTAL TRUST DEED is made on the *29<sup>th</sup>* day of *October*, 2019

**BETWEEN:**

- (1) **PEEL LAND AND PROPERTY INVESTMENTS Plc** (registered in England Number 166957) whose registered office is at Peel Dome intu Trafford Centre TraffordCity Manchester M17 8PL (hereinafter called the "Company"); and
- (2) **THE LAW DEBENTURE TRUST CORPORATION p.l.c.** whose principal office is at Fifth Floor 100 Wood Street London EC2V 7EX (the "Trustee")

**WHEREAS:**

- (A) This Deed is supplemental to:
  - (1) an amended and restated trust deed dated 12 May 2010 between the Company (1) and the Trustee (2); (the "Principal Trust Deed")
  - (2) a supplemental trust deed dated 26 May 2010 between the Company (1) and the Trustee (2) providing for the admission of certain additional properties;
  - (3) a further supplemental deed also dated 26 May 2010 between the Company (1) and the Trustee (2);
  - (4) a supplemental trust deed dated 4 June 2010 made between the Company (1) and the Trustee (2) for consideration and securing £50m of 8 <sup>3</sup>/<sub>8</sub>% First Mortgage Debenture Stock 2040;
  - (5) a deed of release dated 30 September 2011 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Property;
  - (6) a deed of release dated 25 July 2012 made between the Company (1) and the Trustee (2) providing for a release of certain Mortgaged Property;
  - (7) a supplemental trust deed dated 15 April 2013 made between the Company (1) and the Trustee (2) providing for the charging of additional Mortgaged Property;
  - (8) a deed of release dated 1<sup>st</sup> November 2013 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Properties;
  - (9) a supplemental trust deed dated 17 December 2013 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Property and the charging of cash as additional Mortgaged Property;
  - (10) a deed of release dated 31 January 2014 providing for the release of certain Mortgaged Property;

- (11) a supplemental trust deed dated 28 November 2014 made between the Company (1) and the Trustee (2) providing for the charging and releasing of Mortgaged Property;
- (12) a supplemental trust deed dated 23 January 2015 made between the Company (1) and the Trustee (2) providing for the charging and releasing of Mortgaged Property;
- (13) a deed of release dated 23 July 2015 made between the Company (1) and the Trustee (2) providing for the release of Mortgaged Property;
- (14) a deed of release dated 17 December 2015 made between the Company (1) and the Trustee (2) providing for the release of Mortgaged Property;
- (15) a supplemental trust deed dated 22 June 2016 made between the Company (1) and the Trustee (2) providing for the charging and releasing of Mortgaged Property;
- (16) a deed of release dated 8 August 2016 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Properties;
- (17) a supplemental trust deed dated 16 May 2017 made between the Company (1) and the Trustee (2) providing for the charging and releasing of certain Mortgaged Properties;
- (18) a supplemental trust deed dated 23 March 2018 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Property and the charging of cash as additional Mortgaged Property;
- (19) a deed of release dated 27 June 2018 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Property;
- (20) a deed of release dated 13 December 2018 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Property; and
- (21) a Supplemental Trust Deed dated 6 September 2019 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Property and the charging of cash as additional Mortgaged Property.

(the deeds referred to in (2) to (21) inclusive being hereinafter together called the **"Supplemental Trust Deeds"** and the "Trust Deed" means the Principal Trust Deed and the Supplemental Trust Deeds).

- (B) Words and expressions defined in the Trust Deed shall, unless the context requires otherwise have the same meaning in this deed.
- (C) Clause 11(A) of the Principal Trust Deed entitles the Company to withdraw all or any part of the Mortgaged Property charged by it upon the Company charging by way of first specific charge in favour of the Trustee and to its satisfaction as part of the Mortgaged Property other immovable property or by paying or charging to the Trustee a sum of money so as to form part of the Mortgaged Property or partly in one way and partly in the other subject as provided

in the said Clause 11(A).

- (D) The Company has requested the Trustee pursuant to Clause 11(A) of the Principal Trust Deed to consent in the release of the cash sum more particularly described in the Schedule (the "Released Property") in substitution for the charging of the property also more particularly described in the Schedule (the "Substituted Property").
- (E) The Directors of the Company have confirmed in a certificate addressed to the Trustee, inter alia the matters set out in Clause 11(A) of the Trust Deed.

NOW THIS SUPPLEMENTAL DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:

1. The Company with full title guarantee hereby charges pursuant to Clause 11(A) of the Trust Deed by way of first legal mortgage so as to form part of the Mortgaged Property, the Substituted Property described in the Schedule.
2. In relation to the Substituted Property charged by way of a legal mortgage under this deed situated in England and Wales, the Company hereby irrevocably undertakes to apply to the Chief Land Registrar for a restriction to be entered on the Register of Title of that real property owned by the Company and to be charged pursuant to this deed on the prescribed Land Registry form and in the following or substantially similar terms:  
 "No disposition (other than the grant of or any assignment of a lease for a term not exceeding forty-two years) of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [                      ] 2019 in favour of The Law Debenture Trust Corporation p.l.c. referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its authorised signatory"
3. In consideration of the charging of the Substituted Property pursuant to Clause 11(A) of the Trust Deed, the Trustee hereby releases to the Company, the Released Property free and discharged from the charges created by the Trust Deed.
4. The parties hereto declare that the Trust Deed shall remain in full force and effect with regard to the remainder of the Mortgaged Property charged thereby, and that nothing in this deed shall prejudice or affect the security of the Trustee under the Trust Deed in respect of the remaining Mortgaged Property and assets charged therein, or the liabilities of the Company or the rights of the Trustee thereunder.
5. The Company hereby confirms and covenants with the Trustee that it will duly perform and observe all of the covenants, conditions, provisions and obligations contained in these presents (as that expression is defined in Clause 1(V) of the Principal Trust Deed).
6. Each of the parties to this document intends it to be a deed and agrees to execute and deliver it as a deed.
7. This Supplemental Deed shall be governed by and construed in accordance with English law.

**IN WITNESS** whereof this document has been executed as a deed the day and year first before  
written

**THE SCHEDULE**  
**(The Released Property)**

**Property**

The cash sum of £3,950,000

**(The Substituted Property)**

Freehold land known as: Central Park, Ohio Avenue, Salford, registered with Title Number MAN59274



**EXECUTED AS A DEED** by

**PEEL LAND AND PROPERTY  
INVESTMENTS Plc**

by means of these signatures and  
delivered

Director

Director

**THE COMMON SEAL** of

**THE LAW DEBENTURE TRUST**

**CORPORATION p.l.c.**

was herewith affixed in the presence of:

Director

Authorised Signatory

